



BID REQUIREMENTS

NORMAN FORWARD INDOOR AQUATICS AND MULTI-SPORT FACILITY

KNOWN AS

"YOUNG FAMILY ATHLETICS CENTER"

OK1081

BID DATE: AUGUST 19, 2021

BID PACKAGE 2 / JULY 26, 2021

BID REQUIREMENTS

Norman Forward Indoor Aquatics and Multi-Sport Facility

Known as "Young Family Athletics Center"

OK1081

August 19, 2021

100% Construction Documents / Bid Package Number 2

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BID REQUIREMENTS

INTRODUCTION

G. E. Johnson Construction Company, Inc. (Contractor) has been selected by The Norman Municipal Authority, The City of Norman, the Owner, for The Norman Forward Indoor Aquatics and Multi-Sport Facility, known as the Young Family Athletics Center, located at Rock Creek Road and West 24th Avenue, Norman, Oklahoma.

The Architect for the project is FSB Architects, 5801 Broadway Extension Highway, Suite 500, Oklahoma City, Oklahoma 73118.

Project description: The Young Family Athletic Center (YFAC) is a new approximate 122,000 square foot facility built on a 12-acre site on the north side of Norman, OK. The Young Family Athletic Center furthers the citizen-initiated Norman Forward mission to fund and create quality of life projects for the community. This center was impart made possible by a generous \$4 million donation from the Young Family Foundation.

The aquatic portion of the building will feature two pools: an 8-lane 25-meter competition pool with adequate spectator seating and a 4-lane 25-meter pool used as a warm-up pool during swim competitions. Men's and Women's Locker Rooms are located adjacent to the pools. When the pools are not being used for competitions, the citizens of Norman will have access to the pool for general use and swimming.

The Multi-Sport Gymnasium portion of the building, when completed, will each house 8 basketball courts with 12 volleyball courts, which overlay the basketball courts. The regulation-size basketball court overlay two basketball courts and runs in the opposite direction.

Norman Regional Health System is developing the approximate 25,000 square foot space between the natatorium and multi-sport areas of the building. This two-level space, NMotion, will serve as a sports and human performance center and physician clinics. Other YFAC amenities include concessions, a small retail space, administrative offices, tournament and team breakout rooms, public restrooms, and other standard support areas.

Your firm is invited to submit a bid on the above-referenced project. Bid proposals must be sealed bids delivered to The City of Norman, Accounts Payable Department, located at 201 West Gray Street, Building C, Norman, OK 73069 or submitted electronically through Building Connected.

All bids must be submitted on Contractor's bid form(s) by **2:00 P.M. CDT on August 19, 2021**. Bids will be publicly opened at The City of Norman Multi-purpose Conference Room, City Hall, 201 West Gray Street, Norman, OK 73069, on August 19, 2021, at 2:15 P.M. CDT. Bidders may request to join the live bid opening via the Microsoft Teams meeting by typing the following link into a web browser: <https://bit.ly/YFACbid>. Bid tabs will be made available after all bids are tabulated. Bids received after this time will not be considered. E-mailed and Telephone bids will not be accepted.

BID REQUIREMENTS

INSTRUCTION TO BIDDERS

Bid Forms and Bid Documents shall be obtained from Contractor.

- Bid Documents may be examined at the following locations:
Building Connected, Dodge/AGC Plan Room, and Southwest Bid News
- A Pre-Bid/Pre-Proposal Conference will be held at:
SE Rock Creek Road and West 24th Avenue, Norman, OK, on August 6, 2021, at 10:00 A.M. CDT.

Submit proposals on Contractor's Bid Form for each Bid Item. Savings for combined bids will be prorated between Bid Items unless otherwise stated.

Bidders submitting combination bids for more than one Bid Item group must itemize the cost of each Bid Item group, which cost can be awarded separately at the discretion of Contractor, Owner, and the Architect. Contractor reserves the right to reject any or all bids, and to award any or all portions of the Work to a bidder other than the low bidder. All Bid Requirements and Contract Documents shall apply to all subcontract and material proposals.

The successful Bidder will be required to enter into an agreement with Contractor on Contractor's standard Agreement. No exceptions will be taken unless specifically agreed to in writing by Contractor prior to the bid date. Bidders submitting their bid, without exception submit their consent to execute the Agreement without modification.

The "Subcontractor/Vendor Insurance Requirements and Compliance Form" (Attachment "A") must be executed by this Bidder and this Bidder's insurance agent and returned with the Bid Form by the bid date and time. Failure to provide this form may be considered a non-responsive bid.

All, a portion of, or none of the Alternates requested by the Contract Documents and/or Contractor may be used in the evaluation of the apparent low bidder for each Bid Item or combination of Bid Items.

Interpretation of Documents – Any seeming inconsistencies, or any matter seeming to require explanation, must be inquired into by the Bidder on or before 2:00 P.M. CDT on August 10, 2021. No interpretation of the meaning of the Plans, Specifications, or other pre-bid documents will be made to any Bidder orally. Only interpretations made in conformity with the following procedure will be valid:

BID REQUIREMENTS

Interpretations, either written or oral, by any of the Architect's consultants will not be valid. Email all questions to Josh Young at youngj@gejohnson.com. Every request for such interpretations should be in writing, addressed to Contractor, and, to be given consideration, must be received by Contractor before 2:00 P.M. CDT on August 10, 2021.

Any and all interpretations and any supplemental instructions will be issued electronically.

Failure of any Bidder to receive any such interpretation or supplemental instruction shall not relieve such Bidder from any obligation under this bid as submitted.

All interpretation or supplemental instruction so issued shall become a part of the Contract Documents.

Bid Substitutions – Items herein and specified under manufacturer names and catalog numbers are intended as a basis of quality and not as a closed Specification, unless noted otherwise. Items other than those specifically named in the Specifications or as shown on the Drawings will be considered and encouraged, provided a written request for approval of such items is received by Contractor by 2:00 P.M. CDT on August 10, 2021. Each request for substitution must be accompanied by complete catalog sheets and other pertinent data, which will allow proper evaluation of the items proposed for use. If, in the Architect's opinion, the item or items proposed for use are equal to the items specified in design, quality, material, and function, an Addendum listing all such items approved for use will be issued. Request for approval received after the above time and date will not be considered. Bidders shall base their bid only on the use of the items specifically named in the Specifications, or on the Drawings, or as approved by Addendum issued by the Architect. Changes or substitutions will not be considered after the award of the Agreement, except those that will result in a better job and savings to and approved by the Owner.

Awarding Projects – Subcontractors and/or Vendors need to be aware that one Agreement may be issued for all buildings and not as individual projects. This also means that adequate materials, labor, equipment, and supervision will be provided so as not to impede any of the project schedules.

Bidder shall initial each page of the Specific Trade Requirement and return with Bid Forms. This document will supersede Subcontractor'/Vendor's proposal qualifications and exclusions. This is a requirement for consideration as a complete Bid.

BID FORMS**BID PROPOSAL FORM**_____
Bidding Company_____
Date of Bid Proposal_____
Address_____
Contact Name_____
City, State Zip_____
Telephone Number

Gentlemen:

In accordance with the plans, dated July 26, 2021, and Specifications for the project known as The Norman Forward Indoor Aquatics and Multi-Sport Facility, known as the Young Family Athletics Center, for The Norman Municipal Authority, Owner, and prepared by FSB Architects, Architect, and G. E. Johnson Construction Company, Inc.'s Bid Requirements, dated August 19, 2021, for the contract price specified below, subject to additions and deductions according to the terms of the Contract Documents, the undersigned proposes to furnish all labor, material, equipment, hoisting, scaffolding, complete as required, to complete the following sections of work, as defined in the Contract Documents, for the following sum:

Bid Item No. _____	Dollars (Add/Deduct) \$ _____
	and 00/100 Dollars
Furnish Payment and Performance Bonds	Dollars (Add/Deduct) \$ _____
	and 00/100 Dollars
Alternates Specified Number _____	Dollars (Add/Deduct) \$ _____
	and 00/100 Dollars

BID FORMS

BID PROPOSAL FORM (continued)

Alternates Voluntary _____ Dollars (Add/Deduct) \$ _____
_____ and 00/100 Dollars

Bid Item No. _____ **Dollars (Add/Deduct) \$** _____
_____ and 00/100 Dollars

Furnish Payment and Performance Bonds _____ Dollars (Add/Deduct) \$ _____
_____ and 00/100 Dollars

Alternates (if any) _____ Dollars (Add/Deduct) \$ _____
_____ and 00/100 Dollars

Alternates Voluntary _____ Dollars (Add/Deduct) \$ _____
_____ and 00/100 Dollars

Bid Item No. _____ **Dollars (Add/Deduct) \$** _____
_____ and 00/100 Dollars

Furnish Payment and Performance Bonds _____ Dollars (Add/Deduct) \$ _____
_____ and 00/100 Dollars

Alternates (if any) _____ Dollars (Add/Deduct) \$ _____
_____ and 00/100 Dollars

Alternates Voluntary _____ Dollars (Add/Deduct) \$ _____
_____ and 00/100 Dollars

BID FORMS**BID PROPOSAL FORM (continued)**

Bid Item No. _____	Dollars (Add/Deduct) \$_____
_____	and 00/100 Dollars
Furnish Payment and Performance Bonds	Dollars (Add/Deduct) \$_____
_____	and 00/100 Dollars
Alternates (if any)	Dollars (Add/Deduct) \$_____
_____	and 00/100 Dollars
Alternates Voluntary _____	Dollars (Add/Deduct) \$_____
_____	and 00/100 Dollars
Alternates Voluntary _____	Dollars (Add/Deduct) \$_____
_____	and 00/100 Dollars

Bid Item No. _____	Dollars (Add/Deduct) \$_____
_____	and 00/100 Dollars
Furnish Payment and Performance Bonds	Dollars (Add/Deduct) \$_____
_____	and 00/100 Dollars
Alternates (if any)	Dollars (Add/Deduct) \$_____
_____	and 00/100 Dollars
Alternates Voluntary _____	Dollars (Add/Deduct) \$_____
_____	and 00/100 Dollars
Alternates Voluntary _____	Dollars (Add/Deduct) \$_____
_____	and 00/100 Dollars

BID FORMS

BID PROPOSAL FORM (continued)

Amounts shall be shown both written and in figures. In case of discrepancy between the word amount and the figure, the word amount will govern.

This bid proposal shall be valid for sixty (60) days following the date of bid.

The undersigned agrees to and accepts all language and terms in the Bid Requirements.

If awarded the project through a Subcontract Agreement or Purchase Order Agreement, the undersigned agrees to execute the Subcontract Agreement within ten (10) days of receipt and the Purchase Order Agreement within five (5) days of receipt, including the required insurance policies, the required Certificate of Liability Insurance, Payment Bond and Performance Bond (if required), and Labor and Material Bond (if required).

The undersigned understands that G. E. Johnson Construction Company, the Owner, and the Architect reserve the right to reject any and/or all bid proposals.

The following items are required to be submitted with the bid proposal:

- **Bid Proposal Form and Bid Proposal Form Unit Prices**
- **Specific Trade Requirement(s)**
- **Payment / Performance Bond Rate (listed on bid form)**
- **Bid Bond / Bid Security (if bid exceeds \$50K)**
- **Business Relationship Affidavit**
- **Certificate of Nondiscrimination**
- **False information Affidavit**
- **Statement of Non-collusion**
- **Asbestos Prohibition for Public Works Projects**
- **Signed/Completed Subcontractor/Vendor Insurance Requirements and Compliance Statement**

Bidding Company's Name

By: _____
Signature

Printed or Typed Name

Title

Date: _____

ATTEST: _____

SEAL:



BID FORMS

BID PROPOSAL FORM UNIT PRICES

Bidding Company

Date of Bid Proposal

Address

Contact Name

City, State Zip

Telephone Number

Mass Excavation \$_____ per cubic yard (in place measure)
_____ and 00/100 Dollars

Trench Excavation (including haul off) \$_____ per cubic yard (in place measure)
_____ and 00/100 Dollars

Earth Fill \$_____ per cubic yard (in place measure)
_____ and 00/100 Dollars

Mass Rock Removal (including haul off) \$_____ per cubic yard (in place measure)
_____ and 00/100 Dollars

Trench Rock Removal (including haul off) \$_____ per cubic yard (in place measure)
_____ and 00/100 Dollars

Unsuitable Soil (including haul off) \$_____ per cubic yard (in place measure)
_____ and 00/100 Dollars

Graded Aggregate Base in Place \$_____ per ton
_____ and 00/100 Dollars

BID FORMS**BID PROPOSAL FORM UNIT PRICES (continued)**

	<u>Standard Rate</u>	<u>Overtime Rate</u>
1. Laborer	\$_____ per hour	\$_____ per hour
2. Operator	\$_____ per hour	\$_____ per hour
3. Foreman	\$_____ per hour	\$_____ per hour
4. Superintendent	\$_____ per hour	\$_____ per hour
5. Other _____	\$_____ per hour	\$_____ per hour
6. Other _____	\$_____ per hour	\$_____ per hour

Provide number of manhours, identify and include sub-tier.

NOTE: Each bid proposal shall include all unit prices listed that are applicable. Unit prices shall include all costs, such as materials, labor, equipment taxes, submittals, markups with fee, etc. Unit prices will be considered in awarding the Work. Insert "NA" for unit prices not affecting the Work. All blank spaces shall be filled in. Any and all unit prices may be rejected and considered negotiable should the amounts be in excess of acceptable and competitive unit prices.

BIDDER: _____

DATE: _____

DELIVERY AND COMPLETION DATES

Bidder shall provide their anticipated delivery dates and completion times as requested. Time is of the essence in the completion of this project and your response will be a consideration in the award of the agreement.

Identify the Work by specification section or specification section number and the anticipated time for completion **in calendar days**.



BID FORMS

BID PROPOSAL FORM UNIT PRICES (continued)

Delivery and Completion:

Specification Section	Completion of Shop Drawings after Contract Award	Delivery of Major Equipment or Materials after Approval	Installation Time after Delivery

BID FORMS

SUBCONTRACTOR / VENDOR INSURANCE REQUIREMENTS AND COMPLIANCE STATEMENT (Attachment "A")

Prior to the commencement of any work, Subcontractor/Vendor shall purchase and maintain, at its expense, the following types of insurance coverage and limits of liability. These insurance requirements and the obligations of the indemnification language that is part of this Agreement shall also apply to anyone hired by you to Work under this Agreement.

A. Commercial General Liability (Occurrence Form)

Combined Bodily Injury and Property Damage Liability:

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal Injury	\$1,000,000

The following are standard coverages provided under a Commercial General Liability policy. If your General Liability policy does not include these, they must be added by endorsement.

- Premises/Operations.
- Contingent liability for work performed by Subcontractors/Vendors.
- Explosion, Collapse, and Underground.
- Broad Form Property Damage (including Completed Operations).
- Personal Injury liability (with contractual exclusion deleted).
- Contractual liability coverage sufficient to meet the requirements of the indemnification obligations of this Agreement.

The following General Liability coverages are required:

- Per Project aggregate.
- G. E. Johnson Construction Company, Inc. and Owner, their subsidiaries, directors, officers, employees, and agents shall be included as Additional Insured for Ongoing Operations (Form CG 20 10 04/13) **and** for Completed Operations (Form CG 20 37 04/13), or their equivalent to the extent permitted by law (must **not** cover vicarious liability only), under Subcontractor's/Vendor's policy.
- Additional Insured Status
 - The inclusion of "G. E. Johnson Construction Company, Inc. and the Owner, including subsidiaries, directors, officers, employees and agents" language must be expressly stated on the Additional Insured endorsement. The following alternate phrases in the "Schedule" section will be accepted:

BID FORMS

SUBCONTRACTOR / VENDOR INSURANCE REQUIREMENTS AND COMPLIANCE STATEMENT (Attachment "A")

- "Blanket Coverage"
- "As per written contract/agreement"
- "Any person or organization that the named insured is required to name as an Additional Insured by reason of a written contractual provision"

- A blank "Schedule" section is not acceptable on the Endorsements.
- The Additional Insured endorsement shall provide that any person or organization that Subcontractor is required to add as an Additional Insured under the contract or agreement shall be added as an Additional Insured.

- No exclusion or language which limits the Subcontractor's Additional Insured coverage to apply in favor of only that party "for whom" Subcontractor is performing operations.

- **Upon contract award, Subcontractor/Vendor shall provide copies of additional insured endorsements to G. E. Johnson Construction Company, Inc.**

- The policy shall be endorsed to be **primary and non-contributory** with any insurance maintained by G. E. Johnson Construction Company, Inc. and Owner, their subsidiaries, directors, officers, employees and agents and may not include terms which make the coverage afforded to an additional insured excess to other insurance on which such insured is also an additional insured.

- The following exclusions are absolutely prohibited and shall not be included in Subcontractor's policy if applicable to the work:
 - No exclusion for "third-party action over suits" or any similar restriction of coverage applicable to claims brought against others by an employee of Subcontractor or its subcontractors.
 - No damage to Work performed by Subcontractor exclusion (CG 22 94 or similar).
 - No exclusion for subsidence, which is specifically prohibited for any work involving excavation, soil stabilization, earth retention, concrete, structural steel, landscaping, waterproofing, fire protection, and plumbing.
 - No "residential" exclusion that would void or restrict coverage due to the nature of the Work.
 - No exclusion for low-level radioactive isotopes.

Subcontractor/Vendor shall maintain General Liability coverage, including Products and Completed Operations Insurance, and the Additional Insured and Primary and Non-contributory coverage as specified in this Attachment through the expiration of the statutes of limitation and repose applicable to the Work. Subcontractor/Vendor shall continue to provide evidence of such coverage to Contractor on an annual basis during the aforementioned period, including all of the terms of the insurance and indemnification requirements of this Agreement.

BID FORMS

**SUBCONTRACTOR / VENDOR INSURANCE REQUIREMENTS
AND COMPLIANCE STATEMENT
(Attachment "A")**

B. Workers' Compensation and Employer's Liability

Coverage A: Statutory Coverage	As required by the state in which the Work is performed.
Coverage B: Employer's Liability Coverage	\$100,000 Each Accident \$500,000 Disease, Policy Limit \$100,000 Disease, Each Employee

Policy coverage terms and conditions to include:

- Employers Liability/Stop Gap Liability if work is performed in the states of Washington, Wyoming, Ohio, or North Dakota.

All Self-Insured Workers Compensation coverage must be approved by **G. E. Johnson Construction Company, Inc.**, prior to commencement of the Subcontractor Agreement. If G. E. Johnson Construction Company, Inc., determines acceptable, Subcontractor must provide evidence of approval by the applicable state for the Self-Insured Workers Compensation Program.

C. Business Auto Policy

Combined Bodily Injury and Property Damage Liability (Combined Single Limit)	\$1,000,000 Each Accident
Liability Coverage	Any Automobile OR Owned or Scheduled, and Non- Owned <u>and</u> Hired Automobiles
Additional Insured	Coverage in favor of Contractor and Owner

If hauling of hazardous waste is part of the Scope: Automobile Liability Insurance with a \$1,000,000 combined single limit per occurrence for bodily injury and property damage applicable to all hazardous waste hauling vehicles, and include MCS 90 endorsement and the ISO Form CA 9948 (Pollution Liability Broadened Coverage for Business Automobile).

D. Umbrella Policy

\$1,000,000 Each Occurrence/\$1,000,000 Aggregate Excess of the Employer's Liability, Commercial General Liability, and Automobile Liability on a following form basis.

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**SUBCONTRACTOR / VENDOR INSURANCE REQUIREMENTS
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(Attachment "A")**

The Subcontractor will be required to carry Umbrella Liability minimum limits of \$5,000,000 Each Occurrence/\$5,000,000 Aggregate Excess of Employer's Liability, Commercial General Liability, and Automobile Liability on a following form basis if the Subcontractor is providing work including but not limited to any of the following: building envelope, crane operation, caissons, piling, soil stabilization, underpinning, tunneling, cofferdams, dewatering, earth retention systems, excavation, and structural elements of the building.

All coverage and terms required under the Commercial General Liability, Automobile Liability and Employer's Liability must be included on the Excess/Umbrella Liability policy.

E. Professional Liability Policy

This Section E is applicable to Subcontractor and any sub-subcontractor of any tier that is providing any professional services, including but not limited to: design, architecture, engineering, testing, surveying, or design/build services, temporary engineering, engineered excavations and shoring systems, post-tension supply, structured steel, specialized millwork that is performance specified, roofing or waterproofing systems, curtainwall, mechanical, fire protection systems, electrical, fire alarm systems.

Subcontractor and all sub-subcontractors providing professional services shall provide and maintain Professional Liability Insurance coverage. The policy coverage shall be effective (retroactively, if applicable) from the date of commencement of all professional activities in connection with the Scope. Coverage shall include coverage for contractual liability. If commercially available, the policy shall provide a waiver of subrogation in favor of Contractor and Owner. The Subcontractor and sub-subcontractors shall maintain for the statute of repose, following completion of the project. Any erosion of insurance limits required will be reinstated to the required amounts prior to commencing the contracted work and if during the contracted period claims are made against the design professional's policy the necessary reduction of available limits will be repurchased to the contractually required amounts.

Each Occurrence	\$1,000,000
Aggregate	\$1,000,000
Maximum allowable deductible - to be paid by Subcontractor	\$25,000

F. Pollution Liability Policy

This Section F is applicable to Subcontractor and any sub-subcontractor of any tier that are providing work related to environmental services, building enclosure systems, plumbing, heating, ventilation, air conditioning, drywall, insulation, building foundations, or any work which includes Microbial

BID FORMS

**SUBCONTRACTOR / VENDOR INSURANCE REQUIREMENTS
AND COMPLIANCE STATEMENT
(Attachment "A")**

Matter, Mold, Fungi, or Bacteria and any work which will involve the use of hazardous materials. Subcontractor and all applicable sub-subcontractors must provide and maintain a separate Pollution Liability Insurance policy including coverage for but not limited to claims arising out of all hazardous material and hazardous waste remediation, storage, transportation, clean-up and disposal. Pollution Liability policy must include defense expenses and contractual liability coverage aligned with indemnification obligation of Subcontract Agreement. Additionally, the Pollution Liability Insurance policy shall name Contractor and Owner as Additional Insureds and provide a waiver of subrogation in favor of Contractor and Owner.

Each Occurrence	\$1,000,000
Aggregate	\$1,000,000
Maximum allowable deductible – to be paid by Subcontractor	\$25,000

If the Subcontractor's work includes remediation of asbestos or mold, then the minimum limits required shall be:

Each Occurrence	\$5,000,000
Aggregate	\$5,000,000
Maximum allowable deductible – to be paid by Subcontractor	\$25,000

G. Equipment Floater Policy

Subcontractor shall maintain, at its sole cost and expense, insurance to protect its equipment, tools and materials against risk of loss, with sufficient limits to cover the value of all of the equipment, tools and materials Subcontractor may use in performance of the Work. Subcontractor is solely responsible for any deductibles, self-insured retentions or uninsured losses for any reason arising out of Subcontractor's obligations of this section. Coverage shall include equipment leased/borrowed/rented by Subcontractor.

H. Unmanned Aerial Systems Liability Insurance ("Drone" Insurance)

If, as part of the performance of the Work, Subcontractor operates any "Unmanned Aerial System" or "UAS", or hires any such operations through a vendor or sub-subcontractor, Subcontractor shall provide and maintain liability insurance for operations of the UAS. This liability insurance shall be provided by either a separate aviation policy or an endorsement to the general liability policy required hereunder, provided that the limit of liability shall be no less than \$1,000,000 per occurrence.

BID FORMS

SUBCONTRACTOR / VENDOR INSURANCE REQUIREMENTS AND COMPLIANCE STATEMENT (Attachment "A")

Regardless of the form of insurance provided, Contractor, Owner, and any other party as required by Contractor shall be included as additional insureds and a waiver of subrogation apply in favor of all additional insured parties. Subcontractor shall require compliance with these same terms and conditions of any subcontractor or vendor whom it engages in the use or operation of a UAS.

Subcontractor further acknowledges and agrees that it is solely responsible for the airworthiness of any such aircraft. Subcontractor also warrants, that at a minimum, all aircraft will be registered, maintained and operated in accordance with: (a) All applicable manuals inclusive but not limited to the manufacturers and operators maintenance and operations manuals; (b) Federal Aviation Regulations, Mandatory Advisory Circulars or other Airworthiness Directives issued by the FAA; (c) The manufacturer's airworthiness limitations; (d) Manufacturer or FAA mandated inspection schedules, overhaul schedules, and calendar retirement dates; and (e) Service Bulletins.

For the purposes of this Section H, "UAS" includes all elements required for flight including but not limited to ground control stations, data links, dashboards, applications, survey equipment and the unmanned aerial vehicle ("UAV" or "Drone") of the subject unmanned system. UAS, UAV, and Drone are used interchangeably in this agreement.

I. Leased Employees

Use of leased employees by Subcontractor is expressly prohibited without Contractor's written approval. If permitted by Contractor, Subcontractor shall provide Contractor with a complete copy of Agreement with the Leasing Company. Leasing Company shall provide worker's compensation and employer's liability with coverage limits in amounts no less than Subcontractor insurance requirement under Section B above. The workers' compensation and employers' liability coverage provided to and for the leased employees by the payroll, shall be evidenced and include an Alternate Employer/Leased Employee Endorsement, naming Subcontractor and Contractor as the alternate employers. The employer's liability must be scheduled under applicable umbrella (except in state where employer's liability is unlimited). Leasing Company shall provide a waiver of subrogation in favor of Subcontractor and Contractor.

J. Other Required Insurance Coverage Where Exposure Exists

The following insurance shall be required by the Subcontractor and sub-subcontractors to the extent that such activities exist in the performance of Work under this Subcontractor.

Railroad Liability – If Work is performed within 50 feet of a railroad right-of-way or affecting railroad property, including but not limited to tracks, bridges, tunnels, and switches, Subcontractor's general liability coverage shall be endorsed to include terms no less broad than ISO for CG 2417 (Contractual Liability Railroads). Furthermore, at option of Contractor and Owner or the railroad, Railroad Protective Liability insurance are to be determined on a per project basis.

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**SUBCONTRACTOR / VENDOR INSURANCE REQUIREMENTS
AND COMPLIANCE STATEMENT
(Attachment "A")**

Watercraft Liability – If any of the Subcontractor's Work be performed on or over navigable waterways or involves the use of any vessel, limits for this coverage are to be provided and approved by Contractor in writing.

Aircraft Liability – If the Subcontractor's Work includes use of any owned, leased, chartered, or hired aircraft of any type (specifically excluding unmanned aerial vehicles as required under Section E hereunder) on the project, minimum limits in an amount not less than \$10,000,000 per occurrence including Passenger Liability shall apply.

Cyber Liability

If Subcontractor will be providing services in which they would be working with confidential or private information then Cyber/Network Security and Privacy Liability Insurance shall be required in an amount of not less than \$1,000,000 combined single limit to cover civil, regulatory and statutory damages, contractual damage, as well as data or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as confidential information of Contractor or Contractor Clients.

Electronic Data Liability Insurance

If Subcontractor will be providing work that is in or adjacent to a server room or data center, then Subcontractor shall provide Electronic Data Liability Insurance with minimum limits of \$1,000,000 each claim. Coverage shall be on written ISO Policy form CG 00 65 12 07, or its functional equivalent. Retro date shall be on or before the date Subcontractor commenced the Work. Coverage shall include Contractor and Owner as Additional Insured. Subcontractor may also provide coverage through the general liability policy endorsed with ISO Endorsement CG 04 37 04 13.

K. Deductibles and Self-Insured Retentions (SIR)

Any self-insured retention or deductible in excess of \$25,000 must be: (a) Declared to Contractor; (b) Clearly identified on the certificate of insurance; and (c) Subject to Contractor's review and approval. No SIR's will be accepted under the general liability policy. Funding of deductibles and/or self-insured retentions maintained by Subcontractor shall be the sole responsibility of Subcontractor, including any deductible or self-insured retentions applicable to coverage afforded to Contractor or other required additional insured.

L. Certificates of Insurance

Upon contract award, the Subcontractor/Vendor shall furnish a certificate of insurance to show that the insurance specified in this Agreement is in force, stating policy numbers, dates of expiration, deductibles, self-insured retentions, limits of liability, and coverages thereunder. A Sample Certificate is provided.

BID FORMS

**SUBCONTRACTOR / VENDOR INSURANCE REQUIREMENTS
AND COMPLIANCE STATEMENT
(Attachment "A")**

M. Waiver of Subrogation

All insurance coverages maintained by Subcontractor shall include a waiver of any right of subrogation of the insurers thereunder in favor of Additional Insureds and all of their respective assigns, subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under any such policy (Workers Compensation – where permitted). Subcontractor further waives all claims and all rights of subrogation against Additional Insureds' other contractors and all of their respective assigns, subsidiaries, affiliates, employees, insurers and underwriters for loss of, or damage to, Subcontractor's Scope, tools, machinery, equipment, material, supplies, or any other losses within the scope of any insurance maintained by Subcontractor. If any of the Additional Insureds is partially or wholly self-insured, then the waiver of subrogation shall apply as if they were in fact covered by their own insurance.

If required under the Builder's Risk section of the Prime Contract: Contractor and Subcontractor and/or Vendor waive all rights against (a) each other and any of their vendors, agents and employees, each of the other, and (b) the Owner, the Architect, the Architect's consultants, separate contractors, and any of their subcontractors/vendors, sub-subcontractors, agents and employees for damages caused by fire or other perils to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as fiduciary. Subcontractor/Vendor shall require of subcontractor/vendor agents and employees by appropriate contracts, written where legally required for validity, similar waivers in favor of other parties enumerated herein. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

N. Special Provisions

All policies are to be written through companies duly entered and authorized to transact that class of insurance in the state in which the project is located. The Insurance Companies must have an A.M. Best rating of A-, VI or better in the most recent Best's Key Rating Guide.

In the event that any direct or lower tier subcontractor has in force any insurance with coverages broader and/or limits higher than the minimum coverage amounts required hereunder: (a) such broader coverages and higher limits shall insure and be available to all additional insureds and (b) this Agreement shall be deemed to require such broader coverages and higher limits.

Approval, disapproval or failure to act by the Contractor regarding any insurance supplied by the Subcontractor/Vendor shall not relieve the Subcontractor/Vendor of full responsibility or liability for damages and accidents. Neither shall the bankruptcy, insolvency or denial of liability by the

BID FORMS

SUBCONTRACTOR / VENDOR INSURANCE REQUIREMENTS AND COMPLIANCE STATEMENT (Attachment "A")

insurance company exonerate the Subcontractor/Vendor from liability. Contractor shall make no special payments for any insurance that the Subcontractor/Vendor may be required to carry; all are included in the Agreement price and in the Agreement unit prices. The Subcontractor/Vendor shall require all sub-subcontractors to procure and maintain all insurance as set forth in this Agreement.

Certified copies of policies, including all endorsements, shall be provided to Contractor within five (5) business days of Contractor's written request. Such policies shall not contain any exclusions or restrictions that are unacceptable to Contractor, in its sole discretion, or otherwise applicable to the Work. If Subcontractor fails to provide or maintain the insurance required by this Agreement, Subcontractor agrees to reimburse Contractor for any additional premiums or deductible amounts that Contractor has to pay due to Subcontractor's failure to comply.

O. Insurance Compliance Statement

Insurance Requirements and Compliance Statement

Subcontractor/Vendor hereby confirms this insurance exhibit has been submitted to their designated insurance broker. Subcontractor/Vendor confirms that Subcontractor/Vendor meets the insurance requirements contained in G. E. Johnson Construction Company, Inc.'s Agreement, including its Attachments. Subcontractor/Vendor understands that failure to provide the required coverage may be considered as non-compliance to the Agreement. Subcontractor's/Vendor's designated insurance broker shall fill out the compliance statement and verify coverage below.

No Restrictive Endorsements

- If applicable to the Work to be performed, the policies contain no residential or multi-family exclusion.
- If applicable to the Work to be performed, the policies contain no subsidence or earth movement exclusion.
- The policies contain no contractual coverage, indemnification and/or hold-harmless exclusion.
- The policies contain no damage to work performed by subcontractor exclusion (CG 22 94 or similar).

Required Liability Coverage

- The policies list the General Contractor and Owner as Additional Insured.
- The policies provide Additional Insured status for on-going operations (CG 20 10 04/13, or its equivalent).
- The policies provide Additional Insured status for completed operations (CG 20 37 04/13, or its equivalent).
- The policies' Additional Insured coverage is not limited to vicarious liability.
- If applicable to the Work to be performed, the policies have primary or supplemental coverage for exterior insulation and finish system (EIFS).

BID FORMS

**SUBCONTRACTOR / VENDOR INSURANCE REQUIREMENTS
AND COMPLIANCE STATEMENT
(Attachment "A")**

- If applicable to the Work to be performed, the policies have primary or supplemental coverage for mold or indoor air quality.

The Following Required Endorsements shall be attached to the Certificate of Insurance

- General Liability Endorsements
 - Additional Insured status for on-going operations completed operations (CG 20 10 04/13 and CG 20 37 04/13, or their equivalent).
 - Primary and Non-contributory for Additional Insured status (this coverage can be included in the Additional Insured endorsement for ongoing and completed operations).
- Workers' Compensation
 - Waiver of Subrogation

This Subcontractor's/Vendor's Commercial General Liability Insurance provider's rating in the most recent A.M. Best's Key Rating Guide is: _____.

SUBCONTRACTOR / VENDOR:

Affix Seal of Corporation

Company _____

By _____

Title _____

Date _____

SEAL

INSURANCE AGENT:

Agency _____

By _____

Title _____

Telephone _____

Date _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
XX/XX/XXXX

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Agent/Broker/Insurance Company Name Address City, State Zip Code Telephone and Facsimile	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
INSURED Insured Company Name Address City, State Zip Code	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Insurance Company Name	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # List		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	X				EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY	X	X				COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	X	X				EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 1,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N <input type="checkbox"/> N / A	X				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
E	Professional Liability (if applicable)		X					\$ 1,000,000
F	Pollution Liability (if applicable)	X	X					\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ANY/ALL JOBS. G. E. Johnson Construction Company, Inc., and Owner, their subsidiaries, directors, officers, employees and agents are included as Additional Insureds on the General, Automobile, Umbrella and Pollution Liability Policies. General Liability Policy shall be Primary and Non-Contributory and include both Ongoing and Completed Operations. A Waiver of Subrogation is provided in favor of G. E. Johnson Construction Company, Inc., and Owner on the General, Automobile, Umbrella, Pollution, Professional Liability and Workers Compensation Policies.

CERTIFICATE HOLDER**CANCELLATION**

G. E. Johnson Construction Company and its subsidiaries
C/O: myCOI
1075 Broad Ripple Ave, Suite 313
Indianapolis, IN 46220

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Signature of Authorized Representative

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BID REQUIREMENTS

General Trade Requirements (Attachment "E")

SCHEDULE/COORDINATION

- A. Subcontractor/Vendor (hereinafter referred to as "Subcontractor") agrees to perform its Work in accordance with G. E. Johnson Construction Company, Inc.'s (hereinafter referred to as "Contractor") current project schedule, using the earliest of the start and finish dates. The start of each installation activity must be coordinated with the Contractor prior to moving onto the jobsite. Any deviation from the current schedule must be approved by Contractor. It is understood the Construction Schedule may be revised by Contractor with subsequent updated schedules without changing any terms or conditions of the agreement. No additional compensation will be paid for overtime to maintain the schedule.
- B. The date of the beginning and the time for completion of the Work as specified in the Subcontract Agreement or Purchase Order Agreement and Schedule are essential conditions of the agreement.
- C. Upon award of Subcontract or Purchase Order, each Subcontractor shall submit to Contractor a detailed man-loaded schedule showing compliance with Contractor's project schedule dates. The schedule will be updated monthly, at a minimum. Subcontractors will be requested to participate in the schedule updates. Whether present or not, Subcontractors shall adhere to the results of the schedule updates.
- D. Lean Construction – Contractor will at its option employ lean construction principles on this project. Subcontractor shall actively participate in the implementation and use of lean construction principles and Last Planner System on this project. At a minimum, Subcontractor shall (a) attend Last Planner System scheduling meetings in addition to normal weekly Subcontractor coordination meetings, (b) regularly submit Weekly Work Plans, and (c) attend and participate in pull planning sessions as required by Contractor.
- E. Plan of the Day – Contractor will utilize Daily Pre-Task Planning for all trades on the project. Subcontractor shall actively participate in the daily Plan of the Day (POD) process.
- F. Subcontractor understands the phased construction requirements for this job and agrees to cooperate to the fullest extent possible.
- G. Subcontractor acknowledges that more than one move-in of equipment and/or personnel may be required to complete its work, consideration of which is made in Subcontractor's proposal.
- H. Subcontractor agrees to make every effort to allow owner's business to continue in an uninterrupted and safe manner. Subcontractor recognizes a special importance on this project for good housekeeping and for accommodation of non-construction personnel on the site in a safe and reasonable manner.
- I. It is understood the project will have multiple punch lists or deficiency lists consisting of Subcontractor, Contractor, architect, engineer and owner punch lists. Separate punch list mobilizations will be required.

BID REQUIREMENTS

General Trade Requirements (continued)

- J. On-Site Employee Parking – Employees shall park in areas designated by Contractor.
- K. Housing – It is the responsibility of each Subcontractor to provide housing for its employees.
- L. Layout – Contractor shall establish and maintain necessary reference lines and permanent benchmarks. There shall be not less than two (2) such benchmarks and they will be located in widely separated locations. At each major level, Contractor will provide a north-south and east-west reference line. Each Subcontractor shall be responsible for its survey layout from the established control. Layout as defined in the General Conditions is the Subcontractor's responsibility unless specifically noted otherwise in the agreement exclusions.
- M. Field Offices
1. Contractor shall provide and maintain field offices for Contractor's own use and the occasional use of the owner and architect.
 2. Due to the limited space available, Subcontractors must receive approval from Contractor prior to setting up an on-site office.
- N. Deliveries
Provide Contractor with 48-hours' notice of major deliveries to the jobsite. Unscheduled deliveries may be turned away without any additional cost to Contractor.
- O. Emergency Telephone Number – Subcontractor will provide to Contractor names and emergency telephone numbers for non-working hours.
- P. Quality Control
1. Subcontractor shall be responsible for inspection of substrate prior to installation of this Subcontractor's Work.
 2. Subcontractor is committed to high-quality construction and will strive to accomplish this work on a daily basis without deficiencies. Subcontractor will continuously inspect its work and immediately correct all deficiencies that may have occurred along with all deficiencies found by the Contractor, owner and architect. At the completion of the project, Subcontractor is to immediately correct all punch list deficiencies as noted by Contractor prior to final inspections by the owner and architect and/or engineer. Subcontractor will be responsible for any architect and engineer services cost assessments because of architect and engineer inspections due to Subcontractor's failure to complete deficient work in a complete and timely manner.
 3. Subcontractor shall participate in Contractor's quality program. This includes furnishing compatible "tablets".
- Q. Subcontractor shall provide competent supervision at all times while work is being performed. Contractor has the right to approve and request dismissal of all project supervision. All proposed changes in field supervision by the Subcontractor shall be submitted to Contractor for consent prior to personnel change.
- R. Subcontractor shall visit the site and ascertain conditions under which the Work must be performed, e.g., existing conditions, material handling, storage, security, limiting field dimensions, etc. All Subcontractors are responsible for verification of all existing site conditions. Protection of existing structures and underground utilities are included in Subcontractor's Work.

BID REQUIREMENTS

General Trade Requirements (continued)

- S. Noise – Subcontractor shall be required to comply with the noise limits established by the existing facility (as applicable) and jurisdictional ordinances and laws.
- T. Working Hours – Working hours on the project shall be from 7:00 a.m. to 3:00 p.m., Monday through Friday, unless otherwise directed by or agreed to by Contractor or overtime is required to maintain project schedule. Any trades working other than normal hours shall obtain approval from Contractor's field representative. Any off-hours work is required to have Subcontractor supervision.
- U. Subcontractor's Daily Reports – Subcontractor shall be required to submit a Daily Report to Contractor by 10:00 a.m. the next day. Minimum information included in the Daily Report shall be any safety incidents, manpower (by craft), major equipment on site, listing of completed items, and a listing of any hindrances encountered which caused the Subcontractor to not achieve schedule requirements.
- V. Coordination
 - 1. Subcontractor shall be required to coordinate its Work with the work of other trades. Said coordination shall be performed well in advance of the times for actual installation of this Subcontractor's or the related work of other trades. The requirements of this section are complementary with any requirements defined by the owner, architect, or specific instructions defined by Contractor. No additional monies will be considered for moved and or relocated work due to a failure to coordinate as determined solely by Contractor.
 - 2. Representation – Before and during the critical activity of each Subcontractor's Work, a management person familiar with the scope of work and authorized to make contractual decisions will be required to attend the Subcontractor coordination, schedule, and/or Owner/Architect/Contractor meetings.

CONTRACT

- A. Applicable Laws and Regulations – Subcontractor's attention is called to the fact that all Work under the agreement shall comply with the provision of all state and local laws, building codes, ordinances and regulations which might in any manner affect the work to be done or those to be employed in or about the Work.
- B. Division 00 – Procurement and Contracting Requirements and Bidder includes Division 01 – General Requirements,
- C. Bidder acknowledges that, although the Contract Documents may be incomplete at the time of bidding, the bids must include all items necessary for the proper execution and completion of all work necessary by the Bidder, and in full compliance with all governing codes and regulations. The Contract Documents are complimentary and what is required by one shall be as binding as if required by all. Performance by the Bidder shall be required not only to the extent consistent with the Contract Documents, and reasonably inferable from them as being necessary to produce the intended results, but should the drawings or the specifications disagree in themselves or with each other, the Bidder shall provide the better quality or greater quantity of work and materials unless otherwise directed by written addendum.

BID REQUIREMENTS

General Trade Requirements (continued)

- D. Bidders represent they have visited the site and are familiar with all existing conditions that affect the Work. Bidders shall employ whatever measures necessary to account for site conditions unless specifically provided by others elsewhere in the Contract Documents.
- E. All accessories and fastening devices required to allow a complete and acceptable installation are included.
- F. Any damages assessed by the Contractor for delays caused by the Subcontractor will be deducted from monies due to Subcontractor.
- G. Subcontractor hereby agrees to require each lower tiered subcontractor, to the extent of the work to be performed by the lower tiered subcontractor, to be bound to this Subcontractor by the terms of the agreement and to assume towards this Subcontractor all the obligations and responsibilities which Subcontractor, by the agreement, assumes towards the Contractor, owner and architect.
- H. It is understood the agreement with the owner contains a liquidated damages clause. If the project is not completed by CPM scheduled end date TBD _____, 20____, liquidated damages in the amount of \$500.00 per calendar day will be assessed to the Contractor. Any damages assessed to the Contractor for delays caused by Subcontractor will be deducted from the monies due Subcontractor.
- I. Taxes – It is understood the owner is exempt from paying any state Sales and Use taxes on materials, supplies, and equipment installed in the Work. Subcontractor will be required to submit all material and equipment invoices, separate from labor and miscellaneous tools/equipment to Contractor to submit to the City of Norman for direct payment. All invoices shall be tax free.
- J. Cutting and Patching – All cutting, patching and repair of any materials or other work necessary, as required, for the installation of the Subcontractor's Work will be the responsibility of Subcontractor.
- K. Billings
 - 1. All monthly progress billings are to be submitted on a Contractor's form and AIA G702 and G703.
 - 2. Monthly progress payments are to be made from itemized statements in accordance with provisions as contained herein and as approved by the Contractor, architect and owner. A detailed Schedule of Values must be submitted a minimum of forty-five (45) days prior to issuing a formal pay application to Contractor. The Schedule of Values must be approved by the Contractor, architect and owner prior to this Subcontractor submitting a pay application to the Contractor.
 - 3. Monthly progress payments shall be submitted no later than date included in the Agreement. If they are received after this time, they will be submitted with the next pay application to the owner.
- L. Insurance – If Contractor provides "Builder's Risk Insurance", Subcontractor shall be responsible for the deductible in the event of a loss by Subcontractor. If the owner furnishes the "Builder's Risk Insurance", Subcontractor shall be responsible for the deductible amount set forth by the owner in the event of a loss by Subcontractor.

BID REQUIREMENTS

General Trade Requirements (continued)

M. Payment and Performance Bonds

1. Subcontractor's surety company and, if required, reinsuring company shall possess a Certificate of Authority as an acceptable surety on Federal Bonds as listed in the current Department of Treasury Federal Register and be licensed to conduct business in the state in which the Work is being performed. The penal sum of the bond shall not exceed the underwriting limitation as provided in the current Treasury Federal Register for Subcontractor's surety and, if required, reinsuring company. In the event Subcontractor's surety is deleted from the Treasury Federal Register during the course of construction, Subcontractor must immediately replace the bond with another bond written by a surety that meets the above requirements and be subject to close regulation of remaining progress payments as relates to Subcontractor's obligations to lower tier subcontractors, payroll, taxes, material suppliers, etc. Subcontract Payment Bond and Subcontract Performance Bond to be provided on Contractor's standard bond forms.
2. In the event of change orders increasing the contract amount, Subcontractor may be required to provide Consent of Surety increasing the penal sum of the Payment and Performance Bonds to the adjusted contract amount. All change orders to include the cost for bond premium to increase the penal sum of the bonds accordingly. If the Consent of Surety increasing the penal sum of the bonds is not provided, this will in no way affect the obligation of the Subcontractor and surety relative to the requirements of this Subcontract Agreement.
3. In the event a Payment Bond and Performance bond are required under the agreement (reference paragraph 2), a Consent of Surety form, such as AIA forms G707 and G707a, may be a requirement of any partial retainage release and or final payment.
4. The following is optional if the bond premium is paid by Contractor:
 - a. The Payment and Performance Bonds premium paid by Contractor shall not exceed the standard contract surety bond rates as established by the Surety Association of America.
5. Performance and Payment Bonds fees to be paid by the Contractor upon receipt of invoice from the bonding agency.

~~N. Guaranteed Maximum Price (GMP) Contracts (as applicable)~~

- ~~1. All cost overruns will be deducted from the Subcontractor's fee. All savings resulting from underrun of the GMP shall revert to the owner.~~
- ~~2. It is the intent of the agreement to have within the GMP all items necessary to give the owner a complete and operational building, the basic scope of which is outlined by the agreement documents contained herein. No change orders will be issued for items other than scope changes that are, in general, initiated and in all cases approved by the owner.~~
- ~~3. In consideration of the performance of the agreement, Contractor agrees to pay the Subcontractor in current funds as compensation for its services a fixed fee in the amount of \$_____.~~

- O. All Subcontractor workers are required to adhere to the site rules; requirements, such as attend a project orientation, sign an agreement to abide by the project rules and requirements; and may be required to submit to a background check attestation and/or obtain a photo identification badge.

P. Change or Modification Pricing

1. Subcontractor agrees to provide cost proposals for additional or deductive work via the architect's issued instructions. Subcontractor also agrees to make written acknowledgement of any cost or time impact that is a result of or will become a result of any instruction provided by the owner, architect, or Contractor. All notifications are due from the Subcontractor within **seven (7)**

BID REQUIREMENTS

General Trade Requirements (continued)

calendar days of receipt or other time as may be noted in the transmittal. Subcontractor agrees that failure to provide a response within seven (7) calendar days will be demonstration the Subcontractor has no costs associated with the architect's communication and will result in a "no cost" change order being issued.

2. Unless otherwise agreed to or indicated in the owner and Contractor agreement, Subcontractor shall be permitted 15% mark-up on all changes for overhead and profit performed by the Subcontractor's own forces. Subcontractor shall only be allowed a 5% mark-up for second-tier work.
3. Subcontractor's change or modification pricing shall be provided in sufficient detail for a thorough examination by Contractor. Lump sum pricing will not be accepted. Pricing shall be supported with wage rates, production rates, detailed quantities, and equipment rates to substantiate the additive or deductive amounts. If unit pricing or established wage rates (inclusive of burden) are provided in Subcontractor's agreement, then these rates shall be used for all change pricing.
4. Contractor reserves the right to request the Subcontractor to obtain additional bids on portions of the Subcontractor's Work. Subcontractor agrees to furnish any required estimates or cost data in a form acceptable to the Contractor.
5. Field Work Directive – When Subcontractor is directed to perform work by Contractor, Contractor will issue a Field Work Directive confirming both labor and materials. The Field Work Directive is the only document used for validation for extra work. It must be approved daily by Contractor's superintendent.

Q. Trade Jurisdictional Disputes – The Contractor will endeavor to specify the work under the proper headings so it will relate to the separate construction trades in accordance with accepted jurisdictional rulings. However, the Contractor shall not be responsible for any differences that may arise due to disputes between the trades in this respect. It shall be the responsibility of the Subcontractor, working with the trades, to determine which of the trades is to perform any particular part of the Work, and the inclusion of any branch under any particular heading in this specification is not to be construed as a directive in any way.

R. Request for Clarifications – During construction, any seeming inconsistencies, or any matter seeming to require explanation, must be inquired into by the Subcontractor via written correspondence, Request for Clarification (RFC) or other format. A proposed solution in conformance with the Contract Documents intent and applicable codes is to accompany the request. No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any Subcontractor of any tier orally. Only interpretations made in conformity with the following procedure will be valid. Every request for such interpretations should be in writing, addressed to the Contractor at the project address. If Subcontractor fails to request or obtain clarification of a discrepancy between documents, the Subcontractor has included the condition most beneficial to the owner. Any and all interpretations and any supplemental instructions will be in the form of written response Request for Clarification (RFC), Proposed Change (PC), Architect's Supplemental Information (ASI), Construction Change Directive (CCD), or other means deemed appropriate by Contractor. Responses to inquiries are binding and become part of the Subcontract Agreement or Purchase Order Agreement. The responses, however, are not to be considered an authorization or approval for additional compensation.

S. Subcontract Agreement – Subcontract Agreements shall be assignable to the owner. In case of such assignments because of termination of the Contractor's contract, cost and liabilities incurred prior to

BID REQUIREMENTS

General Trade Requirements (continued)

said assignment for which Contractor was compensated, or for additional work directed by the Contractor without written consent of the owner, they shall remain as issues between the Contractor and Subcontractor. Further, the Subcontractor shall agree to complete that work specified in Subcontractor's agreement as amended for those amounts not previously received by the Subcontractor, and without payment by the owner for any additional work directed by the Contractor without written consent of owner.

- T. Performance Based Design Services – Subcontractor providing performance based design services (delegated design), in which the design will bear the stamp of an engineer or design professional, shall incorporate Attachment "H" - Performance Based Design Services in Subcontractor's agreement (Subcontract Agreement, Purchase Order Agreement, Service Agreement, etc.).
- U. All subcontractors, who are ultimately offered to the Owner for recommendation of award and a Subcontract Agreement is issued, regardless of scope of work and the dollar amount for the scope of work, will be required to participate in GE Johnson Construction Company's Subcontractor Pre-Qualification process.

SAFETY AND HOUSEKEEPING

Cleanup – Subcontractor shall clean up and place trash in dumpster and recyclable materials in its respective bins, furnished by others, on a daily basis or as directed by Contractor's superintendent. (Excluding masonry, roofing, drywall, _____, and _____ trades, who are to provide dumpsters and recycle bins for their work.) The subcontractor will also be responsible for participating in a composite clean-up crew. This composite crew will be made up of one (1) person per every five (5) persons Subcontractor will have on the project. Clean-up by composite crew to take place on day per week or as directed by the Contractor's superintendent.

- A. Success (6S) Program
All subcontractors shall participate in the Contractor's Success Program. Contractor's Success Program is defined as an organizational tool that focuses on managing equipment, tools, materials and jobsite cleanliness. It is managed and measured by 5 key performance indicators as defined below and in the Success Program How to Manual.

Step	Corresponding action
<i>Sort</i>	Distinguish between necessary and unnecessary items. Remove the what is not needed for your work.
<i>Set in Order</i>	A place for everything and everything in its place. Organize tools and equipment by group and type.
<i>Shine</i>	Cleaning the work and office areas and taking preventative steps to keep it clean and tidy.
<i>Standardize</i>	Setting the new norm with visual and verbal reminders. Supporting the first three S's.
<i>Sustain</i>	The long-term goal. Standard procedures become habitual over time.
<i>Safety</i>	The byproduct of the first five steps.

BID REQUIREMENTS

General Trade Requirements (continued)

This shall include complying with and supporting the Contractor project teams housekeeping and material management plan. The following items shall be adhered too:

- a. Provide trade specific housekeeping and material management plan before Subcontractor's work commences that supports the project master plan. Template will be provided by Contractor.
 - b. All project management and field personnel shall attend project safety and Success Program orientation before work commences.
 - c. Actively participate and correct all items found in the Success Program Audits on a weekly basis, and strive to achieve the project Success Program benchmark goals.
 - d. Each Subcontractor shall arrange with Contractor for on-site storage. Subcontractor shall provide and maintain storage facilities authorized for Subcontractor use.
 - e. Material "laydown" areas are very limited and only materials that will be installed within three (3) working days will be allowed to be stored on-site. All other materials will need to be stored off-site. All off-site storage will be the Subcontractor's and/or Vendor's responsibility.
- B. Subcontractor Environmental, Health and Safety Requirements
(In additional to Agreement Attachment "C")
1. Subcontractor is required to adequately cover any hole that is created by Subcontractor.
- C. Temporary Light and Power
1. Contractor, through the electrical Subcontractor, shall provide all building temporary 120 Volt power to panels for use by all subcontractors. All power requirements other than 120 Volt will be the Subcontractor's responsibility.
 2. Temporary power panels will be laid out by Contractor to ensure adequate power distribution. When the permanent power system is ready, it shall be made available for temporary use as required. Each Subcontractor shall provide its extension cords and fittings as required. Subcontractors must provide GFI protection.
 3. Contractor, through the electrical Subcontractor, shall provide general lighting and lighting for stairwells per OSHA. Each Subcontractor will be responsible for any specific task lighting requirements over and above the general lighting provided by the Contractor.
 4. Each Subcontractor is responsible for procuring and paying for its own temporary office electrical connections.
- D. Drinking Water – Each Subcontractor will be responsible for its drinking water and ice. Contractor, through the plumbing Subcontractor, will provide a source of potable water.
- E. Temporary Toilets – Contractor shall provide proper sanitary arrangements for workmen. Subcontractor shall assist with keeping facilities clean and maintained in accordance with the requirements of regulatory authorities having jurisdiction.
- F. Telephones – Each Subcontractor will make arrangements for telephone service. Contractor will have service installed for business use only.
- G. Flagmen and Traffic Regulation
1. Each Subcontractor will be required to provide flagmen for its work, such as deliveries, hauling material from site, etc., or as directed by Contractor's superintendent.

BID REQUIREMENTS

General Trade Requirements (continued)

2. Where streets are in use within or adjacent to the work, keep the passageways of such streets open to vehicular and pedestrian traffic from building frontage thereon. Maintain continual access for police, fire and ambulance service. Keep all roadways clean from debris as required by county, city and state, and Contractor requirements.
- H. Special Controls
1. Comply with pollution control regulations in effect at project site for all materials, equipment, and work procedures used on the project.
 2. Each Subcontractor when welding shall provide and maintain protection necessary to prevent damage to personnel, materials, and equipment.
- I. Subcontractor shall provide removal of snow, ice and water as required to perform its scope of work.
- J. Each Subcontractor is required to ensure that no Polychlorinated Biphenyls (PCB's) or asbestos have been used in the construction materials utilized on the project. Subcontractor also further certifies that all materials for construction containing Volatile Organic Components (VOC) are in strict compliance with all VOC requirements and regulations of the Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), state, county, city and local air control district.
- K. Subcontractor is to comply with training requirements of the project and will be required to provide proof of proper personnel training.
- L. Scaffolding – Subcontractor shall provide all scaffolding required to complete its Work. Subcontractors shall not include any assumptions for the use of another subcontractor's equipment within its bid unless such use is expressly provided in writing from the other subcontractor prior to the submission of the bid.
- M. Truck and Vehicle Cleaning – Subcontractor shall provide sufficient labor, equipment, and other items necessary to clean delivery trucks prior to exiting the project site. Truck wash pads will be provided consistent with Contractor's Storm Water Management Plan. It shall be Subcontractor's responsibility to coordinate and comply with the requirements and conditions of the Storm Water Management Plan Permit.
- N. Protection of Work
1. Subcontractor shall be required to protect existing work from damage due to its operations. If Subcontractor damages the work of others, it is Subcontractor's responsibility to repair and/or replace the damaged work. Subcontractor shall use specified materials as is required to comply with the agreement and provide all guarantees and warranties as were in place or to be in place upon acceptance by the owner. Subcontractor shall endeavor to have the original installer make the required repairs at Subcontractor's expense.
 2. In the event of a dispute over who damaged or caused damage to a portion of the work, Contractor shall make such determination and require the Subcontractor to make the required repairs. If the Subcontractor fails to provide the repairs, Contractor will take such action to make the repair at the cost to the Subcontractor causing the damage as determined at Contractor's sole discretion.

BID REQUIREMENTS

General Trade Requirements (continued)

3. Each Subcontractor is responsible for its materials, tools, equipment, etc. Each Subcontractor shall be responsible for properly barricading, protecting, and safeguarding its work. The owner or Contractor shall not in any way be liable or responsible for the damage or loss to the work due to trespass, theft, and or vandalism.
- O. Storm Water Management Plan (SWMP)
1. Contractor has developed and implemented a Storm Water Management Plan (SWMP) to address the local, state and federal storm water permitting requirements. A general SWMP permit for this project has been or will be obtained by Contractor. The SWMP and permits are available for review by the Subcontractor in the project office. The permit requires and the SWMP identifies controls Contractor must implement and maintain throughout the length of the project to minimize or prevent pollutants from collecting the storm water and be carried off-site. Controls include but are not limited to inlet protection, vehicle tracking controls, perimeter containment controls (such as silt fence and straw wattles), concrete washout areas and secondary containment for petroleum products and hazardous materials. It is Contractor's responsibility as part of the permit requirement to maintain these controls in optimal working condition at all times. It is each Subcontractor's responsibility to avoid disturbance, damage or removal of the SWMP controls. If a Subcontractor's scope of work requires disturbance or removal of the SWMP controls, it is that Subcontractor's responsibility to discuss with Contractor's staff the need for the disturbance or removal and obtain approval prior to the disturbance or removal. Depending on the nature of the disturbance or removal, it may be the Subcontractor's responsibility to provide sufficient labor, materials, equipment, and other items necessary to remove and replace back controls to their optimum condition. Any disturbance or removal that is required must be restored to optimal working condition in accordance with the SWMP by the Subcontractor. The SWMP contains design details on how controls must be installed. Contractor's staff can provide those design details as needed. Any blatant or malicious acts by any of the Subcontractor's employees that damage or destroy controls will be replaced and restored to optimum condition and costs incurred will be passed on to the offending Subcontractor.
 2. Specific requirements regarding storm water controls (this list is not intended to be all inclusive):
 - All concrete and "trowel trades", e.g., concrete, masons, stucco, ceramic tile, drywall finishing, and painting, are required to clean out their equipment in the designated concrete wash out area or other designated clean out areas. Disposal on open ground is not acceptable and not permitted.
 - All concrete waste must be disposed of in the designated concrete washout area. Disposal outside the washout area is not acceptable. Any spoils left from form removal, accidental spills, or similar situations must be cleaned up and either disposed of off-site or placed in the designated concrete washout area.
 - Masonry and stucco mixers and cutting stations are required to be contained with plastic, tarps, earthen berms, or other acceptable means. Subcontractors are required to discuss and provide details for this containment with Contractor prior to implementation on the site.
 - Each Subcontractor is responsible to clean trucks, delivery and private vehicles and equipment, as much as possible, prior to their exiting the project site. This includes cleaning between dual tire assemblies or whatever is required to prevent tracking fugitive materials off the site. Vehicle tracking pads will be provided consistent with Contractor's SWMP. Do not bypass vehicle tracking pads.

BID REQUIREMENTS

General Trade Requirements (continued)

- If Subcontractors store any petroleum, hazardous materials, paint, and other pollutant materials on site, they must be clearly marked and stored in a safe location (covered and contained) so they cannot be accidentally spilled or intermixed with storm water runoff. Any excess materials not used on site must be removed from the project by the Subcontractor. Subcontractor will be back charged for any materials left on site that must be disposed by Contractor.
- All items, materials, or stockpiles that are a potential pollutant source are required to be barricaded, contained, or stabilized in an acceptable manner so as to prevent their becoming a pollutant or environmental issue as defined by the EPA, state, and local requirements.

This section does not identify all possible scenarios or conditions regarding storm water permit compliance. Any issues or questions by Subcontractors should be discussed with Contractor's project staff as they arise. It shall be Subcontractor's responsibility to coordinate and comply with the requirements and conditions of the SWMP and permit. Any fees assessed Contractor for an act by a Subcontractor for non-compliance with the SWMP will be passed on to the offending Subcontractor.

PROJECT DOCUMENTS

- A. Documentation Reproduction – Each Subcontractor will receive, at no cost, one (1) set of drawings and one (1) specification set electronically, if requested in writing.
- B. Submittals
1. Furnish 1 (one) electronic documents and 2 (two) hard copies for all other submittal material. Each submittal must bear a stamp from the Subcontractor indicating project name, architect's name, Contractor's name, Subcontractor's name, Subcontractor's submittal number, specification section and title, date of Subcontractor's approval, and statement certifying the submittal has been reviewed, checked, and approved for compliance with the agreement. Subcontractor submittal and review must include at minimum the following information:
 - a. Applicable specifications included in submittal for reference with conformance noted.
 - b. Applicable equipment and product schedule (from documents) included in submittal with conformance noted.
 - c. Confirmation of equipment and product submittal, review and approval, fabrication and delivery, and installation are in conformance with project schedule.
 - d. Confirmation that equipment and product to be installed be installed at project location. Routing direction, size restrictions and timing have been verified. Break down or splits of equipment and product made to accommodate any restrictions.
 - e. Interface with other adjacent, respective trades has been confirmed prior to or with submission, e.g. compatibility, mechanical and electrical services, adjoin architectural products, structural requirements and design.
 - f. References to "Not in Contract (NIC)", "by Others", or similar language has been removed from the submittal or assigned and coordinated with the proper trade or subcontractor.
 - g. Submittal is project specific and unrelated information has been deleted or struck from the submittal.
 - h. Additional notes or comments made by Subcontractor on submitted information are indicated in blue font.
 2. By approving and submitting shop drawings, product data, samples, and similar submittals, the Subcontractor represents it has determined and verified materials, field measurements and field

BID REQUIREMENTS

General Trade Requirements (continued)

- construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the agreement.
3. Subcontractor shall not be relieved of responsibility for errors or omissions in shop drawings, product data, samples, or similar submittals by the Contractor's and or the architect's approval thereof. No portion of the submission of a shop drawing, product data, or sample shall be commenced until the submittal has been approved by the design team and returned by the Contractor. All such portions of the Work shall be in accordance with approved submittal and agreements. Work that is improperly fabricated, whether through incorrect shop drawings, faulty workmanship or materials, will not be acceptable unless previously accepted in writing by the architects.
 4. Subcontractor shall not make changes or substitutions in submittals without approved substitution request.
- C. Warranty and Guarantee
1. Except where longer warranties or guarantees are required by other provisions, Subcontractor warrants and guarantees all work and materials furnished under the agreement against defects in materials and workmanship, or either, that appear within twelve (12) months from the date of final completion of the entire project and the owner's acceptance.
 2. Subcontractor will remove and replace at its cost and expense all defects in the material and workmanship supplied by the Subcontractor appearing during the Warranty Period and will be responsible for all damage caused to the owner by such defects. All work required to remedy such defects including, but not limited to, removal and replacement of other materials shall be the responsibility of Subcontractor. Subcontractor will be responsible for the defects in workmanship caused by improper installation.
- D. Provide all closeout documents, i.e. as-builts, operation and maintenance manuals, guarantees, waivers of lien, etc., and maintenance and additional stock prior to substantial completion. Record documents will be required in both hard copy and electronic copy formats.
- E. Manufacturers' Instructions – Wherever any reference is made to an item that should be installed in accordance with the manufacturer's standard specifications, recommendation or instructions, the Subcontractor shall submit to the owner for approval the manufacturer's standard specifications, recommendation, or instructions for the installation of the particular item under consideration prior to procurement. The number of copies of the particular item under consideration shall be as defined under the "Submittal" requirements.

SCOPE OF WORK

- A. Hoisting
1. All hoisting, unloading, and movement of material will be performed by each Subcontractor for its Work. Subcontractor shall include all necessary scaffolding, work platforms, unloading, rigging, hoisting, and handling for all materials and equipment required for Subcontractor's Work. Rigging and unrigging is to be provided strictly by the Subcontractor responsible for the load. All the above are to be verified in conformance with the project safety requirements. Contractor will not provide a forklift or any other unloading equipment.

BID REQUIREMENTS

General Trade Requirements (continued)

2. ~~**TOWER CRANE**~~ A tower crane will be in service from approximately _____ through _____. Primary usage of the tower crane during this period of time will be to service the concrete work and erection of the structural steel frame. The use of the tower crane must be scheduled with the Contractor's superintendent. The premium required for hoisting during overtime hours will be paid by the Subcontractor requiring the hoisting. If the tower crane is needed after _____, the Subcontractor requiring this crane shall be responsible for all costs associated with the crane. The overtime rate for the tower crane is \$_____ per hour. This rate is subject to change and must be confirmed at the time of scheduling its use. Tower crane will ~~not~~ be used for precast concrete or log erection.
3. ~~A material hoist will be in operation for use by all Subcontractors.~~

B. Temporary Heat and Ventilation

1. Contractor shall provide temporary heat for the proper heating and ventilation of the buildings only. Contractor shall provide and pay for all temporary heating until substantial completion.
 2. Permanent heating and ventilation equipment shall only be used for temporary heat and ventilation upon approval of the architect and subject to acceptable arrangements for operation and maintenance by qualified personnel.
 3. Subcontractor is responsible for providing winter and weather protection required for its Work.
- C. All excavating, trenching and backfill in accordance with specifications, as required to accomplish Subcontractor's work scope is included in the cost of the Subcontractor's Work. Subcontractors to also provide dust control for their operations.
- D. All cutting and patching of any materials necessary as required for the installation of Subcontractor's Work.
- E. Each Subcontractor will be responsible for sealing its penetrations in walls, floors, and ceilings. This includes all firestopping and fire sealants. Sealing materials shall be submitted for approval prior to installation.
- F. Subcontractor shall install materials and equipment in a finished condition, free from oil, dirt, scratches, dents, etc. Materials and equipment not installed in this manner may be subject to reinstallation.
- G. Subcontractor to provide dust control for its operations as required by the type and location of the project.
- H. Subcontractors shall take measures to preserve, protect, and keep clean floors noted in the finish schedule to remain as exposed concrete. Drop cloths shall be used to prevent construction materials from soiling such floors. The rubber tires of lifts and equipment shall be covered to not leave tire marks on these floors.
- I. Subcontractor to take all necessary precautions as required to protect the roof and further agrees to be responsible for all damage that may result from Subcontractor's activities.
- J. Delivery of all material furnished by others but installed by Subcontractor shall be received, unloaded, inventoried, stored and protected by Subcontractor.

BID REQUIREMENTS

General Trade Requirements (continued)

- K. Include all required hardware, accessories and fastening devices required for a complete and acceptable installation.
- L. Railings and Floor Protections – Contractor will coordinate the responsibility for the installation of railings, floor, and roof opening covers. As a rule, the Subcontractor who creates the hazard in a generally accessible area will make safe the hazard for all other employees on the project. It shall be the responsibility of the follow-on Subcontractor to modify or remove existing protections as may be required in the proper execution of the its Work. Removal of protection shall be to the dumpsters/recycling bins provided by Contractor.
- M. Access and Loading – Subcontractor is required to observe all loading limits of the facility and site and shall not overload any portions of the facility or site. Subcontractor shall be required to provide all access ramps, shoring and dunnage as may be required to properly access the work area and all other safety devices as may be necessary. The utilization of power lifts (e.g., scissor lifts and boom lifts) shall be reviewed on a case-by-case basis. Subcontractor shall be required to implement additional safety provisions as required for the utilization of motorized lifts. Extra care shall be given at edges where tipping of lifts is possible.
- N. Permits – Contractor will provide the Building Permit. Subcontractor includes the cost of all other trade specific permits, licenses, fees, inspection costs, etc., as they relate to the Subcontractor's Work.

BIM AND 3D COORDINATION

- A. Contractor is committed to utilizing Building Information Modeling (BIM) and 3D-4D coordination in the construction of this project. Subcontractors submitting proposals for the following scopes of work shall actively participate in the three-dimensional (3D) modeling process as outlined in this document for the purposes of coordinating the construction of this project.

BID ITEM	DESCRIPTION
	BUILDING CONCRETE
	STRUCTURAL SLAB FORMING
	MASONRY
	STEEL / JOISTS / DECK
	MISCELLANEOUS STEEL
	PREFORMED METAL PANELS
	ALUMINUM / GLASS
	STRUCTURAL STUDS
	OPERABLE FOLDING PARTITIONS
	POOLS

BID REQUIREMENTS**General Trade Requirements (continued)**

	FIRE PROTECTION
	PLUMBING / HVAC / MECHANICAL
	ELECTRICAL
	EARTHWORK / SITE CLEARING / EXCAVATION
	SITE UTILITIES / STORM DRAINAGE / SEWER / WATER / GAS

- B. Subcontractor will be required to participate in a 3D modeling coordination process as defined and facilitated by Contractor. This process will be a collaborative effort with Contractor and its participating Subcontractors.
- C. Subcontractor shall develop and share a working 3D computer model that includes the modeling scope identified herein, as it relates to their respective scope of work. The shared 3D models will be used for spatial coordination, constructability analysis, and construction planning.
- D. All 2D and 3D electronic information (models and drawings) issued to the Subcontractor by either the design team and or the Contractor shall be used for information only. These models and drawings are not to be considered as Contract Documents and in no way, are they a substitution for them unless noted otherwise herein. The models and drawings are to be used to facilitate the coordination and shop drawing process and must be verified by Subcontractor with the Contract Documents. Subcontractor acknowledges the design team may require conditions of release or electronic information waivers to be executed for this project.
- E. Subcontractors shall provide Contractor with 3D solid geometry models and model updates in a format interoperable with .dwg or other approved formats. Subcontractor is responsible for providing all object enablers that are required to effectively perform clash detection exercises using Navisworks.
- F. Subcontractor understands that multiple parties rely on their 3D models (coordination, fabrication, submittal, shop drawings, etc.) to complete the overall building coordination process. Accordingly, Subcontractor recognizes that its due dates and milestone 3D modeling dates may be earlier than may be required solely for Subcontractor's Work.
- G. Subcontractor shall be responsible for delivering a coordinated 3D model consistent with the agreement, project coordination scope and that includes relative system elements. The models will be created in 1:1 scale utilizing standard architectural US units of measure (feet and inches).
- H. For the extents of the model Subcontractor shall model five (5) feet horizontally beyond the exterior walls or point of connection to existing structures and vertically extend from the lowest extent of the foundations and or underground utilities up through the roof of the topmost floor including anything that extends above the roof.
- I. Subcontractors shall not include greater detail in the coordination models than required within this document. Simplified geometries may be substituted as required.

BID REQUIREMENTS

General Trade Requirements (continued)

- J. Subcontractor shall participate in all modeling coordination meetings as outlined by Contractor, including a coordination kick-off meeting. These meetings are to be attended by Subcontractor's 3D CAD technicians, lead superintendents and/or foremen, and project managers assigned to the project.
- K. Subcontractor will be required to survey and verify any necessary as-built conditions of existing facilities and systems prior to commencement of 3D coordination and include this information of existing conditions in its model.
- L. Bid Item specific coordination modeling requirements are outlined below. Additional services shall be determined upon issuance of an agreement and at an initial coordination process meeting.

DESIGN (BACKGROUND) MODEL

- A. Contractor expects to be provided with 3D models from the design team. These models will be developed to convey design intent and will not include all systems or components. Therefore, simplified geometries will be utilized wherever possible to minimize file size. These individual models created by the design team will collectively represent the "design model".
- B. Subcontractor will receive the previously noted design model components, provided Contractor receives the associated information from the design team or parties to whom the portions of the model have been assigned.
- C. The Contract Documents will be compiled from a combination of 2D representations of the 3D model (extracted directly from the 3D model) and information that exists in 2D only. Subcontractor understands that in the case of any discrepancies between the Contract Documents and the 3D model, the Contract Documents shall govern.
- D. Updated design models will not be provided with every revision or update to the Contract Documents (Request for Clarification, Architect's Supplemental Instruction, Bulletin, etc.) It is the responsibility of the Subcontractor to ensure the latest information has been incorporated into and accounted for within its working 3D construction models. In the event the design team provides an updated design model, the Subcontractor should expect all previous changes to the Contract Documents have not been incorporated.

CONSTRUCTION MODEL (COORDINATED CONSTRUCTION TEAM MODEL)

- A. Contractor and its Subcontractors will create multiple models to coordinate the construction of the project. These individual models will collectively represent the "construction model". Subcontractor will be responsible for the 3D modeling as it pertains to its Work.
- B. Subcontractor is responsible for ensuring the technical accuracy and completeness of its drawings and model. Whereas specific dimensional location of material, equipment, and services may not be included in Construction Documents, the location of the material, equipment, and services in the Subcontractor's model(s) shall be dimensionally accurate.

BID REQUIREMENTS

General Trade Requirements (continued)

- C. Model Management:
1. Subcontractor will maintain and update its respective models throughout construction by incorporating, at a minimum, to the extent they affect the information contained in the model:
 - a. Request for Clarification (RFC).
 - b. Architect's Supplemental Instruction (ASI), Construction Documents (CD), Construction Change Directive (CCD), Proposal Request (PR) or other change documents that affect the Contract Documents.
 - c. Submittal comments and revisions on approved shop drawings.
 - d. Approved substitution requests.
 - e. As-built field modifications.
 - f. Changes in the sequencing of the Work.
 - g. Changes requested by the Construction Manager, including those on behalf of other Subcontractors.
 2. Subcontractor to provide Contractor with an updated model on a weekly basis, when new information becomes available, or more often when installation of the Work requires for the duration of the project. Layer control shall be used to indicate changes in the model.

PROCEDURES

- A. Subcontractors shall be prepared to accommodate coordination meetings held weekly at Job site construction office. These meetings will be to resolve model conflicts within the project schedule and sign-off on documents derived to be considered the basis for submittal drawings and for construction.
- B. Subcontractor model exchange on a **weekly or as required** basis. This model exchange is for system-to-system coordination and in preparation for issuance of composite models for clash detection.
- C. Contractor will run periodic clash detection reports as determined in the Mechanical, Electrical, Plumbing, Fire Protection (MEPF) Coordination schedule and to assist in the coordination process. However, each Subcontractor is responsible for resolving any conflicts and fully coordinating its Work with all applicable parties.
- D. Subcontractors shall ensure that any field superintendents and foremen responsible for the installation of systems also participate in the coordination process and present during signoff to agree with proposed routing and installation.
- E. Subcontractors are responsible for incorporating architectural, design, and Contractor comments into coordination models, as well as, their final model.

BID ITEM SPECIFIC BIM AND 3D COORDINATION REQUIREMENTS

- A. General Coordination
1. Each Subcontractor shall be responsible for creating and maintaining the model for its respective scope of work. Models shall include components listed below.

BID REQUIREMENTS

General Trade Requirements (continued)

2. All miscellaneous support steel or devices for MEPF trades shall be modeled by their respective trades.
3. Subcontractor's model(s) are to include access, service and clearances zones for equipment, valves, dampers and motor controls and are to be modeled as an element such that clash detection and coordination can be accommodated relating to operation and maintenance access. These access areas are to extend from equipment to be accessed to the floor below and above ceiling as required. These access, service, and clearance zones should be provided on a separate layer.
4. Additionally, Subcontractor's model(s) shall include clearance zones for any and all required equipment to access service required locations. This includes coordinating for adequate space for ladders, lifts, hoist, etc.
5. Penetrations through other building systems, such as concrete walls and slabs, support steel, and structural members, shall be coordinated and identified in the Subcontractor's model by means of a modeled sleeve.
6. Subcontractor shall provide a list of minimum typical clearances for all model components.
7. As-built conditions of all major conduit and other raceways (including cable), medium pressure and exhaust ductwork, storm drainage, large waste and vent, large bore piping, medical gas piping mains, and significant other trunk lines are to be used for coordination of exiting tie-in points and as required to facilitate the installation of new or relocation of existing systems. These above-mentioned as-built existing conditions are required to be modeled and used during the 3D coordination process.
8. Building Enclosure Model Coordination:
 - a. Structure Subcontractor(s) shall fully participate in the building shell coordination process by reviewing the enclosure Subcontractor(s) or design models for compatibility and constructability issues or clashes with the structural models.
9. Submittals:
 - a. Structure Subcontractors(s) shall provide shop drawings in a complete, 3D "fabrication model" format along with all submitted 2D shop drawings. Subcontractor understands the 3D model provided by the Subcontractor will be utilized by follow-on trades for coordination and layout purposes. Subcontractor shall provide a list of any items omitted from a submitted model with each submission for review and follow-up with Contractor.
 - b. All revised 3D model or 2D document submittals will have a written narrative to define changes from previous submittals. All revisions should be shown in both 3D and 2D format.

GTR Template Revision 1.10.2020

BID REQUIREMENTS

Specific Instructions to Bidders

Specific Instructions to Bidders are a supplement to the plans and specifications. The Specific Instructions do not limit the scope of work as shown on the plans and specifications. The purpose of the Specific Instructions is to help clarify details and items we feel may otherwise be overlooked.

<u>Bid Item</u>	<u>DESCRIPTION</u>
31A	Earthwork / Site Clearing / Excavation

**FEDERAL SUBCONTRACTORS OR MATERIAL SUPPLIERS CERTIFICATION OF COMPLIANCE
WITH ASBESTOS RESTRICTIONS**

TO: _____ **(NAME OF CONSTRUCTION
MANAGER)**

INSERT PROJECT NAME HERE

Sirs:

As a Subcontractor or Material Supplier for the above referenced project we do certify and attest that no building materials or products were knowingly incorporated or installed in this project that contained more than one percent (1%) asbestos by weight, within the meaning of Public Law 99-519 together with the United States Environmental Protection Agency Regulations, Section 763.83 promulgated October 30, 1987, Federal Register, Volume 52, No. 210 defining Asbestos Containing Building Material (ACBM).

We also certify and attest that this Certification of Compliance with Asbestos Restrictions was included in each and every Sub-Subcontract and purchase order connected with the performance of Work for this project, with a copy signed by the Sub-Subcontractor or Material Supplier remaining in our Project File for inspection.

Respectfully,

(NAME OF SUBCONTRACTOR)

(ADDRESS OF SUBCONTRACTOR)

By: _____
Title

Date: _____

Attest and Seal: _____

Subscribed and Sworn to Before Me This _____ day of
_____, 20_____.

Notary Public

My Commission Expires _____.

END OF SECTION

B. **Business Relationships Affidavit**

STATE OF _____)

COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

(If none of the business relationships herein above mentioned exist, affiant should so state.)

Subscribed and sworn to before me this _____ day of _____ 20____.

Notary Public

My Commission Expires: _____

Commission Number: _____

CERTIFICATE OF NONDISCRIMINATION

In connection with the performance of work under this contract, the contractor agrees as follows:

- A. The contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or ancestry. The Contractor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, or ancestry. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and Subcontractor shall agree to post in a conspicuous place, available to employees and applicants for employment notices to be provided by the City Clerk of the City of Norman setting forth provisions in this section.
- B. In the event of the Contractor's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City Council. The Contractor may be declared by the City Council ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the Contractor.
- C. The Contractor agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

I have read the above stated clause and agree to abide by its requirements.

Contractor

ATTEST:

SECRETARY

FALSE INFORMATION AFFIDAVIT

STATE OF _____)
) SS:
COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath
says that (s)he is the Agent authorized by the Firm/Company of _____ to
submit the above Contract to the City of Norman, Oklahoma, and the Norman Municipal Authority.

This affidavit further states that neither the bidding company nor any other company, owned or
previously owned by anyone who is in an ownership or managerial capacity with the bidding
company has ever knowingly submitted false information to the City.

Contractor

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____
Commission Number: _____

BID AFFIDAVITS

The following affidavits are to accompany the bid:

A. **Non-Collusion Affidavit**

STATE OF _____)

COUNTY OF _____)

_____, of lawful age, being first duly sworn on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any government official or employee as to quantity, quality, or price in the prospective contract, of any other terms of said prospective contract; or in any discussions between bidders and any government official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/ contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Norman (or other entity) any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

SIGNED: _____

Subscribed and sworn to before me this _____ day of _____ 20_____.

Notary Public

My Commission Expires: _____

Commission Number: _____